

COLLECTIVE BARGAINING AGREEMENT

Between

**HEALTH CARE, PROFESSIONAL, TECHNICAL,
OFFICE WAREHOUSE AND MAIL ORDER EMPLOYEES, UNION
Local No. 743**

(Affiliated with the International Brotherhood of Teamsters, AFL-CIO)

And

COUNTY OF COOK

Effective

July 10, 2012 - November 30, 2012

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Collective Bargaining Agreement is made and entered into, effective as of December 1, 2008 between the Health Care, Professional, Technical, Office Warehouse and Mail Order Employees Union, Local 743, International Brotherhood of Teamsters, (hereinafter referred to as the "Union"), and the County of Cook, (hereinafter referred to as the "County").

ARTICLE I Recognition

Section 1.1 Representation:

The County recognizes the Union as the sole and exclusive Bargaining Agency for all full-time and regular part-time employees of the County (except those employees working less than twenty (20) hours per week) at Provident Hospital and its satellite clinics employed in the categories and departments set forth in Appendix A with the exception of all supervisory employees as defined in the Illinois Labor Relations Act, and all other employees.

Section 1.2 Union Membership:

The County does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee as a condition of membership.

The County will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

Section 1.3 Dues Checkoff:

With respect to any employee from whom the County receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the County, the County shall deduct from the wages of the employee the dues and initiation fee, required as a condition of membership, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

Section 1.4 Fair Share:

1. The County shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the

Union has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within 30 days of the Union meeting said condition or within 30 days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, 50% of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.5 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6 (g) of the Illinois Public Labor Relations Act.

Section 1.6 Indemnification:

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE II

Declaration of Purpose and Authority of the County

Section 2.1 Community Interest:

The parties acknowledge the interest of the general community in the medical care offered by the Hospital and its employees, and declare their intent that this humanitarian service shall not be interrupted by reason of any dispute or disagreement among the Union, the Hospital or its employees. The purpose of this Agreement is to establish and maintain harmony and cooperation between the Hospital and the employees by setting forth the complete understanding between the County and Union with respect to wages, hours and other terms and conditions of employment of such employees, and to provide an orderly procedure for the prompt and fair disposition of any grievances that might arise, thereby assuring patients at the Hospital that, with the flexibility in the use of Hospital personnel provided herein, they will receive efficient and uninterrupted care at all time.

Section 2.2 County Authority:

For the purpose of assuring the maintenance of efficient and uninterrupted medical care, and recognizing that all functions of the Hospital are integrally related to such care, the parties agree that the County shall have full right and authority to manage all functions of the Hospital and to direct its employees, except as such rights are specifically limited by this Agreement. These rights include, but are not limited to, the right to manage the business of the Hospital; to determine standards of patient care; to develop and use new methods, procedures and equipment; to train employees; to decide whether to purchase or use its own personnel; to direct the working force; to determine the schedules and nature of work to be performed by employees, and the methods, procedures and equipment to be utilized by the employees in the performance of their work; to eliminate, consolidate and develop new classifications, operating units and departments; to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort; to make and enforce reasonable rules of conduct and regulations; to hire, lay off, promote and transfer employees, to discipline or discharge employees for just cause; to utilize employees wherever and however necessary in case of emergency, or in the interest of patient care or the efficient operation of the Hospital; and to maintain safety, efficiency and order in the Hospital. The exercise or non-exercise of rights hereby retained by the County shall not be construed as waiving any such right, or the right to exercise them in some other way in the future.

Section 2.3 County Obligation:

The Union recognizes that this Agreement does not empower the County to do anything that it is prohibited from doing by law.

Section 2.4 Employee Obligation:

The parties recognize that there may be reasonable differences of opinion as to whether a particular work assignment to an employee is within a specific limitation of this Agreement. It is agreed that in such instance the employee shall comply with the assignment and shall then utilize the grievance procedure, if necessary, to settle the difference.

Section 2.5 Union and County Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and County agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The party requesting the meeting shall prepare a written agenda one week prior to meeting if so asked by the other party. The Union and County shall each designate not more than five (5) representatives to a labor-management committee for this purpose. Both parties agree that prompt responses to issues raised in these meetings are of primary importance. Therefore, such responses shall not exceed thirty (30) days from the time of meeting as far as possible.

Section 2.6 Union and County Meetings Health Care:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

Section 2.7 Maintenance of Standards:

No employees covered by this Agreement shall suffer any loss of wages through the signing of this Agreement. It is agreed that the County will not negotiate over terms and conditions of employment with individual employees but only with the Union as the exclusive bargaining agent for the employees covered by this Agreement.

Section 2.8 Erosion of Bargaining Unit Work:

The parties agree that it is the intent of the Employer to limit the performance of bargaining unit work to bargaining unit members. To that end, the Employer agrees that supervisory personnel shall act in a supervisory capacity and shall not regularly perform the work of bargaining unit employees, except in emergency situations.

ARTICLE III Hours of Work and Overtime

Section 3.1 Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 3.2 Regular Work Periods:

The regular work day for a full-time employee shall consist of eight (8) consecutive hours of work, including a forty-five (45) minute paid lunch period, within the twenty-four (24) hour period beginning at his/her scheduled starting time. Each full-time employee will be afforded a fifteen (15) minute paid break during the work day.

The regular work day for some attendants and ward clerks may be scheduled by the Hospital as eight and one quarter (8-1/4) consecutive hours including a forty-five (45) minute paid lunch period and two (2) fifteen (15) minute paid breaks during the work day.

Building and grounds employees will be given breaks during severely cold weather. The regular pay period shall consist of two (2) regular work weeks.

Section 3.3 Overtime Pay:

An employee shall be paid one and one-half times the total of the employee's regular hourly rate (including any shift differential) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) in any regular pay period. Daily overtime pay shall not be paid for excess hours worked on any day because of a permanent change in an employee's schedule, if the employee is free from all duty for at least eight (8) hours after completing his/her first eight (8) hours of work that day. Employees shall not be laid off from their regularly scheduled work to avoid the payment of overtime.

Section 3.4 No Duplication of Overtime Pay:

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing

overtime pay under any other provision. When two or more provisions requiring the payment of overtime or other premium pay are applicable, the one most favorable to the employee shall apply.

Section 3.5 Time Considered as Time Worked:

Paid vacation time and holiday time, including a compensating day off, as defined in this Agreement, shall be considered as hours worked for the purpose of computing overtime. Time spent on jury duty shall also be considered as time worked for overtime purposes.

Section 3.6 Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The County will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs and who normally and customarily perform the work involved, except that in the cases of emergency the County may assign the overtime work to any employees immediately available. It is understood that should there be a shortage of qualified employees due to employees not reporting on their scheduled shift the County shall, after offering the work to more senior employees on the shift in the classification, have the right to assign the least senior employee on the shift in the classification to perform the work. If such employee leaves work, he/she shall be subject to discipline and the County may assign the work to the next least senior employee in the classification on the shift. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. In the event an employee for any reason does not receive a fair share of overtime, the employee shall not be entitled to payment for overtime not worked, but the Hospital will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments for which he/she would be normally eligible until a reasonably fair balance in the overtime distribution is re-established. The Hospital shall maintain such records as may be necessary to establish the overtime hours worked by each employee, which records shall be available for inspection by the Union.

Section 3.7 Weekends:

A weekend is defined as beginning with the day shift Saturday and continuing through the night shift Sunday.

Section 3.8 Flextime:

Flex time schedules shall be granted for legitimate and compelling personal reasons (including educational leave for work related classes) when consistent with the operational needs of the hospital. Requests for flex time must be submitted by the employee at least two (2) weeks in advance or when the situation is first known to the employee but in no event less than one (1) week before the flex time schedule becomes effective. Flex time privileges may be cancelled or suspended by the employer for legitimate operational reasons or due to misuse by the employee with proper timely notification.

Section 3.9 Report to Work:

Employees who will not be reporting to work are expected to call-in and notify designated person or to utilize the defined alternative means within (2) hours of their scheduled start time.

Section 3.10 Work Schedules:

County shall establish work schedules two (2) pay periods in advance. After the work schedule has been established, changes shall be made only for legitimate hospital operational reasons. Employees shall be provided at least five (5) days' notice of foreseen changes in schedule. Employees will not be scheduled off from their regularly scheduled work to avoid payment of overtime.

Section 3.11 Weekend/Holiday Scheduling:

Weekends and holidays off work will be distributed by the Hospital as equally as practicable, in light of operating needs, among employees in each classification and work area. It is the intent of the Hospital to endeavor to schedule employees off two (2) weekends per month.

Within 30 days of Cook County Board ratification, the Hospital and Union shall begin to meet regarding this issue.

Section 3.12 Weekend Differential:

Effective the first full pay period after approval of this Collective Bargaining Agreement by the Cook County Board of Commissioners, employees in the following job classifications working on a weekend will be paid a premium of fifty (\$.50) cents per hour for all weekend work: Patient Care Attendant.

ARTICLE IV Seniority

Section 4.1 Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be 90 (ninety) calendar days. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

Section 4.2 Definition of Seniority:

Seniority is an employee's length of most recent continuous employment at Provident Hospital since

his/her last hiring date. In the event of employees hired on the same date, employee I.D. numbers will determine relative seniority for County purposes for all such employees who were employed at Provident Hospital on or before December 31, 1999. For all employees hired at Provident Hospital on or after January 1, 2000, relative seniority for employees hired on the same date will be determined on an alphabetical basis. Seniority within the classification of the Department will be controlling for purposes of vacations and shift assignments.

Section 4.3 Promotion and Layoff Preference:

In cases of promotion, layoff for a period in excess of five (5) days, and recalls for a period in excess of five (5) days, preference shall be given to employees as hereafter provided on the basis of:

- (a) Seniority, and
- (b) Ability and fitness to satisfactorily perform the required work.

When the qualifications in (b) are equal among the employees involved, seniority as defined in 4.2 shall be controlling.

Section 4.4 Reduction in Work Force:

The Union and the County agree that security in employment becomes relatively more important as employees increase their service at the Hospital. Should the County find it necessary to decrease the number of employees working within a job classification, the County shall give written notice to the Union at least three (3) weeks prior to the effective date of layoff of employees, except when a layoff of five (5) days or less is made under Section 3, in which case no notice need be given before or after such period. During that interim period the County will meet with the Union to discuss any alternatives to the layoff of employees. Employees in the affected classifications shall be initially selected for layoff in accordance with Section 3, and shall be given notice thereof at least two (2) weeks prior to the effective date, except when a layoff of five (5) days or less is made under Section 3, in which case no notice need be given before or after such period. An employee so selected shall be transferred to any other classification in which there is a vacancy, or which is filled by another employee who has not completed his/her probationary period, or, if neither such situation exists, then to any classification in which employees are working with less than one (1) year seniority, all in accordance with Section 3.

To the extent that it is consistent with the efficient operation of the Hospital and the seniority of the employees, those employees initially selected for layoff will be transferred to positions on the same shift as that worked by them immediately prior to being selected for layoff. Employees not having the right to be transferred to any job shall be laid off, and employees initially selected for layoff may accept it in lieu of any transfer as herein above provided. Employees laid off as a result of this procedure shall be subject to recall in accordance with the provisions of Section 3 before hiring new employees. Employees will be recalled to the classification held by them at the time of layoff, if a vacancy exists. Employees otherwise will be recalled to a vacancy in another classification, and subsequently returned to their classification prior to the layoff, all in accordance with Section 3. Employees may refuse recall to a classification other than that from which they were laid off.

Section 4.5 Promotion and Assignment:

Vacant positions will be posted for a period of fourteen (14) calendar days. During said 14 days, Bargaining Unit employees within a department will be given preferential consideration in accordance with Section 3 for promotion to a higher paying classification when a vacancy occurs in a classification. If the vacancy is not filled by a Bargaining Unit employee from within the department then Bargaining Unit employees in equal or lower pay grades or classifications or other departments within the facility who make application for the vacancy will be given preferential consideration in accordance with Section 3 before new employees are hired for the vacancy. Employees in higher paying classifications may make application and will be considered by the Hospital for transfer to a lower paying classification. Disciplinary action within the preceding twelve (12) months will not disqualify another qualified employee from being interviewed for a promotion.

The Hospital agrees to interview all qualified applicants from the bargaining unit.

Section 4.6 Shift Assignments:

When an employee requests in writing a different regular assignment within his/her department and current job classification, a notation or record shall be kept by the department head. While these assignments within a department and classification are strictly the decision of management, consideration should be given whenever reasonably possible to senior employees desiring specific job assignments.

In assigning employees to a different regular shift on a temporary basis, the qualified employee in the classification and in the department or division with the least seniority shall be so assigned, in the absence of a more senior qualified volunteer.

Section 4.7 Return to Former Job:

An employee who has been promoted, transferred or recalled to another job within the represented unit may be returned by the Hospital to the former job or status within a reasonable period, but not to exceed forty-five (45) calendar days, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted, transferred or recalled. During such forty-five (45) calendar days, an employee shall retain seniority in the job classification from which promoted, transferred or recalled, and only thereafter shall seniority be transferred to the new job classification.

An employee who has accepted another job within the represented unit may ask to return to the former job within seven (7) calendar days after commencing work on the new job without loss of seniority in the old job.

Section 4.8 Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the County, shall upon return to the unit be granted the seniority he/she would have had the employee continued to work in the classification from which promoted or

transferred out of the unit; provided that such an employee may retain and exercise such rights under this Section on only one occasion.

Section 4.9 Seniority List:

As soon as possible, the County will furnish the Union a list showing the name, address, number, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The County shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union from that time forth and forever. The County will furnish the Union monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. After furnishing any such list, an employee must notify the County of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the County as provided herein provided that, no changes in the hiring dates furnished in the original list will be permitted.

In addition, the County will provide to the Union a quarterly list of temporary employees requested through Human Resources Employment Office, or if said functions are transferred, the office assuming said function. The list will include said employees' date of hire, job classification, and department and anticipated date of separation.

Section 4.10 Termination of Seniority:

An employee's seniority and employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive work days without notification to the department head or designee during such period of the reason for the absence, unless the employee has a reasonable explanation for not furnishing such notification;
- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report for work;
- (e) absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;

- (f) failure to notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from layoff, or failure to report for work within sixteen (16) calendar days, after notice to report for work is sent by registered or certified mail, or by telegram, to the employee's last address on file with the Personnel Office where the employee works;
- (g) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

Section 4.11 Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 6, of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 4.12 Discipline:

Employees who are to be or may be disciplined are entitled to Union representation exclusively in any disciplinary proceedings consistent with the Cook County Disciplinary Action Policy and Procedure. The Union and the County agree that discipline should be timely, progressive and accompanied by counseling. Verbal warnings will be expunged after 12 months as long as the employee is not guilty of the same or similar misconduct during that period.

Pre-disciplinary meetings shall be convened as soon as reasonably possible after the supervisor involved becomes aware of the alleged occurrence, but not later than thirty (30) calendar days after the date of the alleged occurrence or notification thereof. Time limits may be extended by mutual agreement, but in no case shall a pre-disciplinary hearing be rescheduled more than two (2) times.

The employee shall be notified in writing of the results of the pre-disciplinary meeting within ten (10) week days from the date of the hearing unless the hearing officer has issued a notice that an additional ten (10) week days will be needed in order to complete his or her determination. The additional ten (10) week days may be further extended by mutual agreement of the parties.

ARTICLE V Rates of Pay

Section 5.1 Job Classifications/Rates of Pay:

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the hourly rate provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

- A. Effective the first full pay period on or after January 1, 2011 2.25%
 Effective the first full pay period on or after June 1, 2012 3.75%
- B. Pharmacy Technician Classification: Employees in the classification of Pharmacy Technician I shall be promoted to Pharmacy Technician II once they meet the qualifications for Pharmacy Technician II as contained in the job description. Promotions shall take place the first full pay period after the qualifications are met.

Section 5.2 New, Changed or Misclassifications:

- A. During the term of this Agreement, the County may establish new and changed job classifications and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The County may put the new and changed job classifications or duties into effect, after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will promote the employee if possible, or include this reclassification in the forthcoming departmental budget request. The County will discuss any reclassifications with the Union prior to implementation.
- C. Working Out of Classification: If the County agrees to specific compensation with any other Union to be paid when employees are performing essentially all of the functions of a supervisory or managerial position, the County will agree to the same level of compensation under the same circumstances with Local 743.

Section 5.3 Classification and Grade Changes:

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

- A. Promotion:
An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that --
 - 1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.

2. The new salary is not below the first step established for the grade to which the employee is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. Subsequent increases within any new classification shall occur as of the first pay period commencing after the effective date of placement in the new classification. In all cases of promotion, the effective date will set a new anniversary date.

B. Reclassifications:

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employee shall be entitled to further step advancement.

2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date.

In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

C. Demotions:

The following shall apply to demotions from one grade to another:

1. An employee performing the duties of a job continuously since the beginning of Fiscal Year 1960, and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
2. An employee promoted to a job in a higher salary grade after the beginning of Fiscal Year 1960 and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. Transfers:

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee has been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

Section 5.4 Shift Differential:

- A. All employees will be paid a premium of sixty-five (\$0.65) per hour for all time worked between the hours of 3:00 p.m. and 7:00 a.m. effective May 1, 1994. In all cases, shifts will not be changed to avoid the payment of shift differential.
- B. Pharmacy Technician Shift Differential: Pharmacy Technicians will be paid one dollar (\$1.00) per hour for evening and night shift work. For the purpose of this Section, evening shift work is all work performed by an employee at least 3/4 of whose scheduled working hours are between 3:00 p.m. and 11:00 p.m., and night shift work is all work performed by an employee at least 3/4 of whose scheduled working hours are between 11:00 p.m. and 7:00 a.m. The shift premium will not be paid to a regular day shift employee who starts work before the employee's normal starting time and works into the employee's regular shift or who works beyond the employee's regular quitting time.
- C. Pharmacy Technician Weekend Differential: All Pharmacy Technicians who work weekends will receive an additional \$.20 per hour for all weekend hours worked. Weekends are defined as all shifts starting between 12:01 a.m. Saturday through 11:59 p.m. Sunday.
- D. Pharmacy Technician Antineoplastic Preparation Differential: All Pharmacy Technicians involved with the preparation of antineoplastic agents will receive an additional \$1.25 per hour for hours worked. This differential shall be paid for hours worked between 7:00 a.m. and 6 p.m. only.

Employees involved with the preparation of Antineoplastic agents on the weekend shall receive both the weekend differential and the Antineoplastic differential.

Section 5.5 Part-Time Employees:

Regular part-time employees shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix "A" of this Agreement.

Part-time employees regularly employed for twenty (20) or more hours per week shall be entitled to vacations, sick pay, holidays, hospitalization insurance, life insurance, jury pay and bereavement pay on a pro rata basis.

Disability and pension benefits for all part-time employees will be determined by the provisions of the County Employees Pension Plan.

Section 5.6 Call-In Pay:

In the event an employee is called into work and their services are no longer needed, the employee shall be paid a minimum of three (3) hours of their rate of pay.

Section 5.7 Mandatory Department Meetings Pay:

If an employee is required to attend Mandatory department meetings on their off day, the employee shall receive a minimum of two (2) hours pay.

ARTICLE VI Holidays

Section 6.1a Regular Holidays:

The following are regular holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Presidents' Day
Independence Day	Memorial Day
Columbus Day	Labor Day
Thanksgiving Day	Veteran's Day
Christmas Day	

Section 6.1b Floating Holiday:

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 5. If an employee elects not to schedule said day as provided above, the employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to holiday pay pursuant to Article VI, Section 6.

Section 6.2 Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- a. The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, (not the compensating day off), unless the employee has a reasonable explanation for failing to report.
- b. The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 6.3 Working Holidays/Compensating Days Off:

Because the Hospital operates every day of the year and it is not possible for all employees to be off duty on the same day, the County has the right at its sole discretion to require any employee to work on any of the holidays listed in Section 1. Any employee who works on a major holiday shall have the choice of a compensating day off with pay or an additional eight (8) hours straight-time pay at the rate received for working the holiday.

Section 6.4 Holidays in Vacations:

If a holiday falls within an employee's vacation, the employee will also be allowed a compensating day off.

Section 6.5 Failure to Report:

An employee scheduled to work on a holiday, but who fails to report shall, not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report. If an employee is ill on a scheduled holiday, absence from work will be considered holiday time and not sick time.

Section 6.6 Holiday Pay:

Employees eligible for holiday pay shall be paid eight (8) hours pay including shift premium, if applicable, at their hourly rate. Part-time employees regularly working twenty (20) or more hours per week shall receive holiday pay, including shift premium, on a pro rata basis.

ARTICLE VII Vacations

Section 7.1 Eligibility:

Vacation credit shall be earned for each month during which the employee is in an active pay status for at least eighty (80) straight-time hours. The amount of annual paid vacation will be according to the following schedule:

<u>Service</u>	<u>Vacation</u>
1 Year	3 Weeks
5 Years	4 Weeks
10 Years	5 Weeks

Employees employed for six (6) months shall be entitled to one (1) week vacation with pay, which shall be deducted from the three (3) weeks' vacation with pay to which they are entitled after one (1) year.

Section 7.2 Eligibility Year:

An employee's vacation eligibility year shall be the twelve (12) month period immediately preceding the anniversary of his/her most recent date of hire. An employee must take the vacation to which entitled as of his/her most recent anniversary date during the twelve (12) month period following the anniversary date. Vacations may not be carried over beyond such period, and an employee will not be compensated for vacation time not taken. Employees with more than twelve (12) months of service will be permitted to take accrued time off as it is earned.

Section 7.3 Vacation Accrual:

During the employee's first four years of service, vacation credit will accrue at the rate of 4.62 hours each pay period; during the next five years at the rate of 6.16 hours per pay period; and thereafter at the rate of 7.7 hours per pay period.

Section 7.4 Vacation Pay:

Vacation pay shall include shift differential pay for employees who have been regularly assigned to evening or night shifts for a period of at least six (6) months prior to the time the vacation is taken. Employees so assigned to evening night shifts for only a portion of their regular work week shall receive pro rata inclusion of shift premium in their vacation pay. Temporary assignments of such employees to the day shift shall not affect their right to receive such shift differential as part of their vacation pay.

Section 7.5 Vacation Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of employees, and seniority will control in conflicts in scheduling vacation periods. However, to insure the orderly operation of the Hospital and in the interest of patient care, the right to limit the number of employees who will be permitted to be on vacation at any one time is reserved to the County. On February 1 of each year, the County will notify the employees of their accrued vacation as of the previous January 1. On February 1 and August 1 of each year, the County also will post a schedule in each department or unit indicating the number of employees who will be permitted to be on vacation at any one time in any one department or unit during the six (6) month periods commencing respectively on April 1 and October 1. By March 1 and September 1, respectively, employees shall indicate their preferred vacation periods, with second and third choices. The County thereafter will schedule vacations based on the employee's seniority as defined herein and bargaining unit staffing requirements; and a schedule thereof will be posted no later than ten (10) days prior to April 1 and October 1, respectively. When two (2) week's notice is given, employees thereafter may exchange or change vacation periods when time is available on the posted schedule. Emergency vacation requests for employees will continue to be granted whenever possible. It is understood that while requests for emergency vacation cannot be automatically granted in every instance, such requests should not be automatically denied as a matter of routine Hospital function. Other vacation requests will be granted, consistent with the number of employees who will be permitted to be on vacation at any one

time. The County may change an employee's scheduled vacation when emergencies occur, after due consideration for inconvenience and cost to the employee. Emergency vacation time is not to be denied solely in order to place the employee in "O" status as a punitive measure.

Section 7.6 Accrued Benefits at Separation:

Upon termination of employment, the employee shall be paid all vacation and holiday pay accrued through the last day worked, but shall not be paid for any accumulated sick time.

**ARTICLE VIII
Welfare Benefits**

Section 8.1 Hospitalization Insurance; Employee Contributions:

- A. The County agrees to maintain the current level of employee and dependent health benefits as negotiated and as detailed in the statement of benefits document maintained by the County's Department of Risk Management.
- B. Until May 31, 2008, employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1-1/2%) of their base salary as a contribution towards premiums. Until May 31, 2008, employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, an amount equal to one-half percent (1/2% of their base salary as a contribution towards premiums with a maximum contribution ("Cap") of \$8.00 per pay period. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Local 743. All employee contributions for Health Insurance shall be made on a pre-tax basis. Effective June 1, 2008, the employee contribution shall be the following percentages of their base salary (without any maximum contribution or "Cap").

HMO

0.50% for employee coverage
0.75% for employee and children coverage
1.00% for employee and spouse coverage
1.25% for family coverage

PPO

1.50% for employee coverage
1.75% for employee and children coverage
2.00% for employee and spouse coverage
2.25% for family coverage

- C. Until November 30, 2007, the PPO prescription drug co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available). Effective December 1, 2007, the PPO prescription drug co-pay will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary, and the mail order co-pay for a 90 day supply shall be double that amount.
- D. Until November 30, 2007, the HMO prescription drug co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available) per prescription, including mail order prescriptions up to a 90 day supply. Effective December 1, 2007, the HMO prescription drug co-pay will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary and the mail order co-pay for a 90 day supply shall be double these amounts.
- E. Until November 30, 2007, there will be three (\$3.00) dollar office visit co-pay per visit.
- F. Effective December 1, 2007, the Health Insurance Plan Designs are revised as follows:

HMO

Office Visit Co-Pay	\$10
ER Co-Pay	\$40
In-Patient Hospital Stay	\$100
Out-Patient Hospital Procedures	\$100

PPO

Individual Deductible	\$125/\$250
Family Deductible	\$250/\$500
Individual Out-of-Pocket Maximum	\$1,500/\$3,000
Family Out-of-Pocket Maximum	\$3,000/\$6,000
ER Co-Pay	\$40
Office Visit Co-Pay	\$25/Deductible and Co-Insurance

Section 8.2 Sick Pay:

An employee shall accumulate sick pay credits at the rate of one (1) day for each month of service in which the employee works or is paid for at least ten (10) working days. Employees may accumulate and carry over to the next fiscal year a maximum of one seventy-five (175) days. An employee will not earn sick pay credit while on leave of absence without pay, or during any period the employee is absent from work because of an occupational illness or injury. Employees using sick leave benefit will be paid at the straight time hourly rate, plus shift differential when applicable. Up to the employee's accumulated sick pay credits, an employee prevented from working because of the employee's illness or injury (other than an occupational illness or injury), or illness in the employee's immediate family, shall be entitled to receive sick pay for each day the employee otherwise would have worked. Sick time is not to be used by employees as vacations or simply to take time off with pay, but employees shall not be disciplined for the bona fide use of sick time. This section will be implemented as soon as practicable but no later than June 1, 1994.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof for no more than five consecutive work days, may be allowed to use accrued sick leave for their days off; however, they shall not be permitted to apply for such sick leave until they have returned to work. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing his/her duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date his/her salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, provided they are in no pay status at that date. If an employee receives accrued salary beyond the 31st day then disability payment will not begin until the 1st day the employee is in no-pay status after the 30 days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. A disabled employee is not required to be hospitalized at any institution operated by the County except as so ordered by the Industrial Commission. Since the County is responsible for the benefits payable in respect to disability due to occupational illness or injury, the County may monitor the medical services provided for an employee disabled due to occupational illness or injury. Disability benefits paid by the Annuity and Benefit Fund are subject to statutory limits.

Section 8.4 Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 8.5 Pension Plan:

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement, and all employees of the County are required to become members of that Fund. The Fund will continue to provide employees with annual statements of their interests therein.

Section 8.6 Dental Plan:

All employees shall be eligible to participate in the dental plan as detailed in the statement of benefits document maintained by the County's Department of Risk Management. No dental coverage shall be offered through the County's HMO plans.

Section 8.7 Vision Plan:

All employees shall be eligible to participate in the vision plan as detailed in the statement of benefits document maintained by the County's Department of Risk Management. No vision coverage shall be offered through the County's HMO plans.

Section 8.8 Hospitalization - New Hires:

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 8.9 Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 8.10 Insurance Opt-Out: Effective the first full pay period after 12/1 of each fiscal year, the Employer agrees to pay (\$800.00/year) to eligible employees who opt-out of the Employer's health benefit program. Provided that prior to opting-out of any such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program immediately.

ARTICLE IX Additional Benefits

Section 9.1 Bereavement Pay:

In the event of death in the immediate family or household, an employee who has completed the probationary period will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers, sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal day's pay. The three (3) days of bereavement leave shall not include the employee's scheduled days off.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

For purposes of this section, "household" is defined as persons living in the household for at least one year prior to date of death, with appropriate documentation.

Section 9.2 Jury Make-Up Pay:

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the County shall pay the employee the difference between the amount received for each day's jury service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

Section 9.3 Election Day:

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) working days prior to the election.

ARTICLE X Leaves of Absence

Section 10.1 Regular Leave:

An employee not affected by the leave of absence rules of the Civil Service Commission of Cook County may be granted a leave of absence without pay by the Department Head, with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County Health Facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year,

and all absences without leave shall be deducted in computing total continuous service and will effect a change in anniversary date.

Section 10.2 Sick Leave:

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence. Applications for sick leaves, or any extensions thereof, shall be handled in the manner specified in Section 1 of this Article, and shall not be denied for periods of bona fide disability.

Section 10.3 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's pension plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence under Section 1 or 2 of this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

Section 10.4 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on leave of absence. An employee on a leave of absence, except for maternity or paternity leave, will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the Hospital's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.5 Union Leave:

A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such employees shall have the same returning rights as a regular leave of absence. Employees duly elected as delegates of the Union will be allowed time off without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 4 of this Article.

Section 10.6 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Uniformed Services Employment and Re-employment Rights Act, 38 U.S.C. § 4301 et seq., as amended or in accordance with Cook County Policy.

An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

Section 10.7 Maternity Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six months, but may be renewed by the department head.

The following rules shall apply:

1. An employee who will require a maternity leave shall inform her supervisor in writing of her request no later than 3 months prior to her expected date of delivery and shall present a signed statement by her physician stating the expected date of delivery.
2. A pregnant employee may continue in her assignment as long as her attendant physician deems her to be able to perform her normal work routines. Her physician shall specify in writing the latest date maternity leave shall commence.
3. An employee who has been absent due to maternity leave shall be eligible for reinstatement as soon as her physician deems her to be able to assume her regular duties. The employee shall report to work with a written statement from her physician advising that the employee is physically capable of returning to her duties.
4. Upon return from maternity leave the reinstatement rights of the employee will be identical to those of an employee returning from an ordinary disability leave.

Section 10.8 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

Section 10.9 Family and Medical Leave:

The Employer agrees to comply with the published Cook County Family and Medical Leave Act policy.

ARTICLE XI Grievance Procedure

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement, the County's rules and regulations or disciplinary action. All grievances shall be in writing and contain a complete statement of the facts, the provision(s) of this Agreement which the Employer is alleged to have violated and the relief requested.

The Union will send copies of grievances appealed or submitted at steps three and four to the County's Director of Human Resources or his/her designee and to the Hospital's Director of Human Resources or designee.

A dispute between an employee (and his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes to the County in person, and may have union representation at such proceedings. The County will endeavor to resolve such disputes with the processor of claims.

Section 11.3 Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through steps one to three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Collective Bargaining Agreement and the Union representative shall have the right to be present at such resolution. Where a grievance relates to all or a substantial number of employees or to the Union's own interests or rights with the County the grievance may be initiated at Step 3 by a Union representative.

Section 11.4 Grievance Procedure Steps:

The steps and time limits as provided in the County's Grievance Procedure are as follows:

<u>Step</u>	<u>Submission Time Limit This Step</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	(calendar days) 30 days from occurrence or cause, or date cause should have been known	Immediate Supervisor	5 days	5 days
2	5 days	Hospital Director/ Designee	5 days	10 days

3.	10 days	Director Human Resources/ Hearing Officer	30 days	30 days (Status report to Union if exceeded)
4	30 days	Impartial Third Party	30 days	30 days

Section 11.5 Time Limits:

Initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at step four. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County.

Priority shall be given to grievances in the following order:

1. Discharges
2. Suspensions
3. Other Issues

Time limits shall be strictly enforced for all Discharges, with every effort made to provide answers earlier than the specified time limits, if possible. Neither the Union nor the County shall waiver from the established time limits unless by mutual agreement. This does not preclude timely answers for all other types of grievances.

Section 11.6 Stewards:

Stewards shall be allowed to attend authorized meetings with Union representatives during normal hours without loss of pay. Such meetings shall be limited to a maximum of four per year per steward.

The Union will advise the County in writing of the names of the stewards in each department or area agreed upon with the County and shall notify the County promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

Section 11.7 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the Hospital for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Hospital's

Director/Designee in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital Director/Designee to enter the Hospital and conduct their business so as not

to interfere with the operation of the Hospital. The Union will not abuse this privilege, and such right of entry shall at all-time be subject to general Hospital and medical office rules applicable to non-employees.

Section 11.8 Impartial Arbitration:

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County notice that the grievance is to enter impartial arbitration. The County proposes a permanent list of arbitrators to be mutually agreed upon. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County and the Union. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

The Union and the County shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

Section 11.9 Grievance Meetings:

At each step of the grievance procedure, the appropriate County representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The County representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings. When the meeting does not result in a resolution of the grievance, the County representative shall respond to the Union, in writing, within the time limits provided herein.

ARTICLE XII

Continuity of Operation

Section 12.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line at the Hospital, or other curtailment, restriction or interference with any of the County's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 12.2 Union Responsibility:

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the County in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

Section 12.3 Discharge of Violators:

The County shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the County may not be disturbed. In the taking of such disciplinary action, the County will not discriminate among employees on the basis of race, color or creed.

Section 12.4 No Lock-Out:

The County agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 12.5 Reservation of Rights:

In the event of any violation of this Article by the Union or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to

the pursuit of any judicial remedy that any grievance procedure provided in this Agreement is first exhausted.

ARTICLE XIII

Miscellaneous

Section 13.1 No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a Human Rights Ordinance which will be complied with.

Applicants are to be recruited, selected, and hired without discrimination because of race, color, religion, national origin, political belief, sex, age, disability, or marital status.

Section 13.2 Safety:

The County will continue to make reasonable provisions for the safety of its employees during their hours of employment. A safety committee shall be formed at the Hospital, and two (2) employees from the represented unit mutually agreed upon by the Hospital and the Union shall serve thereon.

Section 13.3 Doctor's Statement:

An employee who has been off duty for five (5) scheduled work days or more for any health reason will be required to provide a doctor's statement as proof of illness, and may be required to undergo examination by the facility's or County's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason to suspect that the individual did not have valid health reason for the absence. If indicated by the nature of a health related absence, examination by a facility physician may be required to make sure that the employee is physically fit for return to work.

Section 13.4 Voluntary Workers:

Voluntary organizations and workers perform services in the Hospital that are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital. Also, the Hospital engages in education and research which involve persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the Hospital. The Hospital shall continue to have the right to avail itself of any and all such voluntary services, and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers.

Section 13.5 Bulletin Boards:

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Hospital Director/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Hospital property other than herein provided.

Section 13.6 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State Law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 13.7 Uniforms:

The hospital will continue to use an outside vendor to supply uniforms and the current policy will continue to be in effect.

Section 13.8 Representation at Security Investigations:

Employees detained by Hospital Security shall be entitled to Union representation. Before interviewing an employee, Security shall notify the Union to be present at the interview.

Section 13.9 Training in New Techniques:

It is understood by the parties to this Agreement that employees need to be trained in new methods, procedures, techniques and restructuring as needs arise. Seniority will be the primary consideration in these matters.

Section 13.10 Credit Union:

The County will continue to deduct from the wages of employees duly authorized deductions for the Local 743 I.B.T. Credit Union or the County's Pay Saver Credit Union. The County shall forward such amounts to the Credit Union. To the extent practicable, the County also will permit use of its premises by the Credit Union.

Section 13.11 Personnel Files:

Upon written request to the Department of Personnel, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and employer. The official personnel file is the file within the Department of Personnel.

Section 13.12 Management Attitude:

Upon request of the Union, the Manager of Labor Relations or designee shall investigate any allegation of unprofessional conduct such as abusive treatment toward subordinates or co-workers and shall notify the Union of resulting action.

Section 13.13 Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the American with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the County, the County, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the County conform to the requirements of this Agreement where practicable. The County may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the County's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Nothing in this section shall require the County to take any action which would violate the ADA or any other applicable statute.

Section 13.14 Parking:

The Union is to be provided information regarding allocation of parking spaces at Provident. Following receipt of the information, the Union is to be afforded the opportunity to meet with the person in charge of parking to review issues regarding allocations of parking.

Section 13.15 Sub-Contracting:

It is the general policy of County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant. The County will advise the Union at least five (5) months in advance when it decides to subcontract. The County will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

Section 13.16 Tuition Reimbursement:

Based on available funds, an employee may request reimbursement up to an amount no greater than \$300.00 in a fiscal year for employment related course-work. Application should be made through the Cook County Bureau of Human Resources.

Section 13.17 Distribution of Workloads:

It is the intention of the parties that workloads will be distributed equitably in consideration of patient care and operational needs for employees in the same job classification within a department or operating unit.

Section 13.18 Security Cameras:

No security cameras shall be posted in areas where employees have a reasonable expectation of off-duty privacy, such as washrooms and lunch areas. The cameras/videos are primarily to be used for security of patients, staff and property.

**ARTICLE XIV
Duration**

Section 14.1 Term:

This Agreement shall become effective on December 1, 2008, and shall remain in effect thru November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date, until a new Agreement has been reached or either party shall give the other party five (5) consecutive days written notice of cancellation thereafter.

Section 14.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Chief of Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 4620 South Tripp Avenue, Chicago, IL 60632. Either party may, by like written notice, change the address to which notice to it shall be given.

Section 14.3 Contract Implementation:

This Agreement shall be presented to the County Board for approval within thirty (30) days of notification of Union ratification.

Signed and entered into this 10 day of July, 2012

COUNTY OF COOK:

By: Toni Preckwinkle

TONI PRECKWINKLE, President
Cook County Board of Commissioners

David Orr

Attest:

DAVID D. ORR,
Cook County Clerk

UNION: Health Care, Professional, Technical, Office Warehouse and Mail Order
Employees Union, Local 743 (Affiliated with the International Brotherhood
of Teamsters, AFL-CIO)

By: Donnie Van Moore
Donnie Van Moore, President

Jose E. Nieves
Alley Boock
Valeria Hernandez
A. B. Schubert

Dulce S.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 10 2012

COM _____

APPENDIX A-1

PHARMACY TECHNICIAN II QUALIFICATIONS

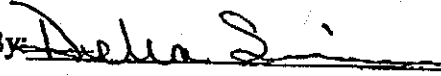
It is agreed that in the Pharmacy Technician II's job description, the following shall be the minimum qualifications for the position:

1. The Applicant must have or is eligible for licensure as a Pharmacy Technician in the State of Illinois.
2. One of the following:
 - a. A graduate of an accredited Pharmacy Technician training program,
 - b. A graduate of a military training program of at least six (6) months duration,
 - c. Successful passage of a state or national Pharmacy Technician Certification program,
 - d. Three (3) years' experience as a Pharmacy Technician I at a Cook County facility,
 - e. Four (4) years' experience as a Pharmacy Technician at a non-Cook County facility where the work performed by the applicant included filling of a prescriptions or physician orders and data entry into a computerized pharmacy information system.

APPENDIX A-2

**Side Letter of Agreement between
County of Cook
And
International Brotherhood of Teamsters Local 743**

For the period from the date of the execution of this tentative agreement through November 30, 2012 only, if the County of Cook enters into an agreement with any other for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increase greater than those set forth in Article V Rates of Pay – section 5.1 above, or agrees to a lower rate of employee contributions to health insurance (either in employee contribution to premiums or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.

By: 

By: 

Date: 7/6/2012

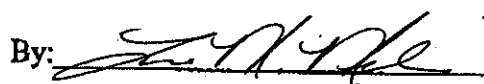
Date: 7/9/12

APPENDIX A-3

**Side Letter of Agreement between
County of Cook
And
International Brotherhood of Teamsters Local 743**

Recall rights will be granted to members of Teamsters 743 (Provident Hospital) employees for up to 2 years (24 months) after date of layoff occurs.

By: 

By: 

Date: 7/12/2012

Date: 7/9/12

SCHEDULE VIII

Effective January 1, 2011

BUREAU OF HUMAN RESOURCES

SERVICE EMPLOYEES - HEALTH: TEAMSTERS 743

<u>GRADE</u>	<u>ENTRY RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 1ST YEAR</u>	<u>AFTER 2ND YEAR</u>	<u>AFTER 3RD YEAR</u>	<u>AFTER 4TH YEAR</u>	<u>AFTER 1 YR AT MAXIMUM RATE & 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 2ND LONGEVITY RATE & 20 YRS. OF SERVICE</u>
CA Hourly	13.665	13.779	13.874	14.155	14.452	14.668	14.998	15.335	15.872
Bi-Weekly	1,093.20	1,102.32	1,109.92	1,132.40	1,156.16	1,173.44	1,199.84	1,226.80	1,269.76
Annual	28,423	28,660	28,858	29,442	30,060	30,509	31,196	31,897	33,014
CB Hourly	13.874	14.084	14.155	14.452	14.668	15.100	15.440	15.787	16.340
Bi-Weekly	1,109.92	1,126.72	1,132.40	1,156.16	1,173.44	1,208.00	1,235.20	1,262.96	1,307.20
Annual	28,858	29,295	29,442	30,060	30,509	31,408	32,115	32,837	33,987
CC Hourly	14.155	14.296	14.452	14.668	14.972	15.360	15.706	16.059	16.622
Bi-Weekly	1,132.40	1,143.68	1,156.16	1,173.44	1,197.76	1,228.80	1,256.48	1,284.72	1,329.76
Annual	29,442	29,736	30,060	30,509	31,142	31,949	32,668	33,403	34,574
CD Hourly	14.155	14.296	14.452	14.668	14.972	15.360	15.706	16.059	16.622
Bi-Weekly	1,132.40	1,143.68	1,156.16	1,173.44	1,197.76	1,228.80	1,256.48	1,284.72	1,329.76
Annual	29,442	29,736	30,060	30,509	31,142	31,949	32,668	33,403	34,574
CE Hourly	14.847	14.972	15.100	15.360	15.651	16.048	16.409	16.778	17.365
Bi-Weekly	1,187.76	1,197.76	1,208.00	1,228.80	1,252.08	1,283.84	1,312.72	1,342.24	1,389.20
Annual	30,882	31,142	31,408	31,949	32,554	33,380	34,131	34,898	36,119
CF Hourly	15.100	15.251	15.360	15.651	15.879	16.266	16.632	17.006	17.601
Bi-Weekly	1,208.00	1,220.08	1,228.80	1,252.08	1,270.32	1,301.28	1,330.56	1,360.48	1,408.08
Annual	31,408	31,722	31,949	32,554	33,028	33,833	34,595	35,372	36,610
CG Hourly	15.363	15.544	15.622	15.947	16.105	16.490	16.861	17.240	17.844
Bi-Weekly	1,229.04	1,243.52	1,249.76	1,275.76	1,288.40	1,319.20	1,348.88	1,379.20	1,427.52
Annual	31,955	32,332	32,494	33,170	33,498	34,299	35,071	35,859	37,116
CK Hourly	17.221	17.342	17.477	17.743	18.046	18.391	18.805	19.228	19.901
Bi-Weekly	1,377.68	1,387.36	1,398.16	1,419.44	1,443.68	1,471.28	1,504.40	1,538.24	1,592.08
Annual	35,820	36,071	36,352	36,905	37,536	38,253	39,114	39,994	41,394

SCHEDULE VIII

Effective June 1, 2012

BUREAU OF HUMAN RESOURCES

SERVICE EMPLOYEES - HEALTH: TEAMSTERS 743

<u>GRADE</u>	<u>ENTRY RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 1ST YEAR</u>	<u>AFTER 2ND YEAR</u>	<u>AFTER 3RD YEAR</u>	<u>AFTER 4TH YEAR</u>	<u>AFTER 1 YR AT MAXIMUM RATE & 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 2ND LONGEVITY RATE & 20 YRS. OF SERVICE</u>
CA									
Hourly	14,177	14,296	14,394	14,686	14,994	15,218	15,560	15,910	16,467
Bi-Weekly	1,134.16	1,143.68	1,151.52	1,174.88	1,199.52	1,217.44	1,244.80	1,272.80	1,317.36
Annual	29,488	29,736	29,940	30,547	31,188	31,653	32,365	33,093	34,251
CB									
Hourly	14,394	14,612	14,686	14,994	15,218	15,666	16,019	16,379	16,953
Bi-Weekly	1,151.52	1,168.96	1,174.88	1,199.52	1,217.44	1,253.28	1,281.52	1,310.32	1,356.24
Annual	29,940	30,393	30,547	31,188	31,653	32,585	33,320	34,068	35,262
CC									
Hourly	14,686	14,832	14,994	15,218	15,533	15,936	16,295	16,661	17,245
Bi-Weekly	1,174.88	1,186.56	1,199.52	1,217.44	1,242.64	1,274.88	1,303.60	1,332.88	1,379.60
Annual	30,547	30,851	31,188	31,653	32,309	33,147	33,894	34,655	35,870
CD									
Hourly	14,686	14,832	14,994	15,218	15,533	15,936	16,295	16,661	17,245
Bi-Weekly	1,174.88	1,186.56	1,199.52	1,217.44	1,242.64	1,274.88	1,303.60	1,332.88	1,379.60
Annual	30,547	30,851	31,188	31,653	32,309	33,147	33,894	34,655	35,870
CE									
Hourly	15,404	15,533	15,666	15,936	16,238	16,650	17,024	17,407	18,016
Bi-Weekly	1,232.32	1,242.64	1,253.28	1,274.88	1,299.04	1,332.00	1,361.92	1,392.56	1,441.28
Annual	32,040	32,309	32,585	33,147	33,775	34,632	35,410	36,207	37,473
CF									
Hourly	15,666	15,823	15,936	16,238	16,474	16,876	17,256	17,644	18,261
Bi-Weekly	1,253.28	1,265.84	1,274.88	1,299.04	1,317.92	1,350.08	1,380.48	1,411.52	1,460.88
Annual	32,585	32,912	33,147	33,775	34,266	35,102	35,892	36,700	37,983
CG									
Hourly	15,939	16,127	16,208	16,545	16,709	17,108	17,493	17,887	18,513
Bi-Weekly	1,275.12	1,290.16	1,296.64	1,323.60	1,336.72	1,368.64	1,399.44	1,430.96	1,481.04
Annual	33,153	33,544	33,713	34,414	34,755	35,585	36,385	37,205	38,507
CK									
Hourly	17,867	17,992	18,132	18,408	18,723	19,081	19,510	19,949	20,647
Bi-Weekly	1,429.36	1,439.36	1,450.56	1,472.64	1,497.84	1,526.48	1,560.80	1,595.92	1,651.76
Annual	37,163	37,423	37,715	38,289	38,944	39,688	40,581	41,494	42,946

Effective January 1, 2011

SCHEDULE XII
Bureau of Human Resources
PHARMACY COMPENSATION PLAN
TEAMSTERS 743

<u>GD</u>	<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	<u>6TH</u> <u>STEP</u>	<u>7TH</u> <u>STEP</u>	<u>8TH</u> <u>STEP</u>	<u>9TH</u> <u>STEP</u>
PA									
Hourly	14,216	14,879	15,578	16,333	17,118	17,918	18,189	18,543	18,917
Bi-Weekly	1,137.28	1,190.32	1,246.24	1,306.64	1,369.44	1,433.44	1,455.12	1,483.44	1,513.36
Annual	29,569	30,948	32,402	33,973	35,605	37,269	37,833	38,569	39,347
PB									
Hourly	17,493	18,359	19,289	20,219	21,135	22,193	22,527	22,971	23,430
Bi-Weekly	1,399.44	1,468.72	1,543.12	1,617.52	1,690.80	1,775.44	1,802.16	1,837.68	1,874.40
Annual	36,385	38,187	40,121	42,056	43,961	46,161	46,856	47,780	48,734

SCHEDULE XII
Bureau of Human Resources
PHARMACY COMPENSATION PLAN
TEAMSTERS 743

Effective June 1, 2012

<u>GD</u>		<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	<u>6TH</u> <u>STEP</u>	<u>7TH</u> <u>STEP</u>	<u>8TH</u> <u>STEP</u>	<u>9TH</u> <u>STEP</u>
PA	Hourly	14,749	15,437	16,162	16,945	17,760	18,590	18,871	19,238	19,626
	Bi-Weekly	1,179.92	1,234.96	1,292.96	1,355.60	1,420.80	1,487.20	1,509.68	1,539.04	1,570.08
	Annual	30,678	32,109	33,617	35,246	36,941	38,667	39,252	40,015	40,822
PB	Hourly	18,149	19,047	20,012	20,977	21,928	23,025	23,372	23,832	24,309
	Bi-Weekly	1,451.92	1,523.76	1,600.96	1,678.16	1,754.24	1,842.00	1,869.76	1,906.56	1,944.72
	Annual	37,750	39,618	41,625	43,632	45,610	47,892	48,614	49,571	50,563

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

PLAN DESIGN CHANGES EFFECTIVE 12/1/07 PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None None None None Unlimited		\$0 / \$200	\$125 / \$250
Family Deductible *			\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *			\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max*			\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum			Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agree to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)				
BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *
Home Health Care	100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *	90% / 60% *

INPATIENT SERVICES (MEDICAL & SURGICAL)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care		100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services		100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services		100%	100%	90% / 60% *	90% / 60% *
Facility Charges		100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse					
Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits		Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)		\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)		100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks		\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
	Generic (30 day supply at Retail)	\$5	\$7	\$5	\$7
	Brand (30 day supply at Retail)	\$10	N/A	\$10	N/A
	Formulary (30 day supply at Retail)	N/A	\$15 *	N/A	\$15 *
	Non- Formulary (30 day supply at Retail)	N/A	\$25 *	N/A	\$25 *
	Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.					

Employee Contributions **Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75 %	N/A	1.75%
Employee plus Spouse	.5 %	1.0%	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	

VISION BASIC BENEFITS – APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS – APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:

Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

BASIC BENEFITS:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.

MAJOR SERVICES:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.

ORTHODONTICS:

Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

DEDUCTIBLE:

None

BENEFIT PERIOD MAXIMUM:

Unlimited

DENTAL PPO BENEFITS – APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings Crowns Inlays and Onlays	80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance	60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance 80 % of Maximum Allowance	60 % of Maximum Allowance * 60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum *
Lifetime Maximum	\$1250	\$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.